INDIA NON JUDICIAL

Government of Karnataka

Rs. 600

e-Stamp

Certificate No.	:	IN-KA30442790801068S
Certificate Issued Date	:	25-Sep-2020 12:08 PM
Account Reference	:	NONACC (FI)/ kacrsfl08/ BHUVANESHWARINAGAR2/ KA-BA
Unique Doc. Reference	:	SUBIN-KAKACRSFL0857984936401535S
Purchased by	:	BEAYATE GOWDA SN
Description of Document	:	Article 12 Bond
Description	:	CONTRACT AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	EXICUTIVE ENGINEER BYATARAYANPUR DEVISION BBMP
Second Party	:	BEAYATE GOWDA SN
Stamp Duty Paid By	:	BEAYATE GOWDA SN
Stamp Duty Amount(Rs.)	:	600 (Six Hundred only)

सत्यमेव जयते

MAYURA NAGARA R.C.H. CONSUMER CO-OPERATIVE SOCIETY LTD., BHUVANESHWARI NAGAR, BANGALORE - 560 032

Please write or type below this line

AGREEMENT

Agreement No. 138 **/20-21**

This agreement made on this 17th day of November 2020 Between the Executive Engineer, Byatarayanapura Division, Yalahanka Zone, Bellary Road, Byatarayanapura, Bangalore – 92, on behalf of the Commissioner, Bruhat Bangalore Mahanagara Palike, Bangalore. (hereinafter called "the Employer") of the one part and **Sri.Byate Gowda S.N#Hno.44,Siddanahalli,Village,Sulikanta Post,Bangarpet Tq,KolarDist 563114.,** (hereinafter called "the Contractor") of the other part.

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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Where as the Employer is desirous that the Contractor to execute the work of **Improvements to Roads and Main and Cross Roads of Balaji Layout and Surrounding areas in ward No 8 Kodigehalli.**for WORK CODE: **008-20-000072 Indent No.42322** of Tender Notification No. EE/BTP/BBMP/E-PMT/04/2020-21, Date: 28.05.2020 (Hereinafter called "the Works") and the Employer has accepted the tender of the Contractor for the execution and completion of such works and the remedfying of any defects therein at a contract **Rs.55,64,518.44 (Rupees Fifty Five Lakhs Sixty Four Thousand Five Hundred Eighteen and Forty Four paisa only) Which works out (+3.88%) Above,** The 5% FSD Amount Paid Rs.279000/ through FDR.SNSP/TDR/B No:945924, Dt:25.09.2020 . Karnataka Bank, Bangarpet.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor here by covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The Work shall be commenced with all Men and Machinery within 7 days from the Date of Work Order, failing which it would be presumed that the Successful Tenderer is not interested in the Work and Action will be taken to get the Work executed through Alternate Agency at the risk and cost of the Former Tenderer.
5. GST will be paid to the tendered amount separately only for 2018-19 schedule of rates and for GST is included in other than 2018-19 shedule of Rates.
6. Sub-Letting of work is prohibited.
7. The defect liability period for Civil works & Asphalt works upto 20mm thick maintenance period is one year & more than 20mm thick maintenance period is three year from the date of final bill. The E.M.D and S.D. will be refunded only after the defect liability period.
8. Frequency of the quality test of all the materials and other tests have to be conducted by the contractor as per MORT&H (IV th Revision) I.R.C. guidelines and other relevant Indian standards in his laboratory or any other laboratory assigned by BBMP on his own cost in presence of Engineer / consultants appointed by BBMP
9. Works costing more than Rs.10 Lakhs are subject to third party test and the cost of the same shall be borne by the contractor.
10. For Asphalting works i.e., BM and BC those who own their hot mix plant 40-60 TPH & mechanical paver only shall apply.
    Further Details of the Work can be obtained from the Office of the Executive Engineer Byatarayanpura Division, BBMP office, Byatarayanpura Bangalore –92.
11. The following documents shall be deemed to form and be read and Construed as part of this Agreement, viz.:
    - i) Letter of Acceptance;
    - ii) Notice to proceed with the works;
    - iii) Contractor's Tender as per e-proc Portal.
    - iv) Contract Data as per e-proc Portal.;
    - v) Conditions of contract (including Special Conditions of Contract);
    - vi) Specifications;
    - vii) Drawings;
    - viii) Bill of quantities; and
    - ix) Any other document listed in the Contract Data as forming part of the contract.

In witness where of the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of
was hereunto affixed in the presence of : 1)_____

2)_____

Signed, Sealed and Delivered by the said Executive Engineer, Byatarayanapura Division,

Yalahanka Zone, Bruhat Bangalore Mahanagara Palike.

Binding Signature of Contractor _____

In the presence of :

Binding Signature of Employer:

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Executive Engineer
Byatarayanapura Division,
B,B,M,P. Bangalore –92.

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